did attend on the premises, 608 East Main Street, Thurmont, Mary-land, and they then and there proceeded to sell the said property in the manner following, that is to say:

Your Petitioner and the said Thornton Albert Davis, offered the personal property by item at public sale to the highest
bidder, and your committee, together with the said Thornton
Albert Davis, sold the items of personal property to various
purchasers for cash, and received therefor a total sum of \$849.53.

Your Petitioner, together with the said Thornton Albert
Davis, then offered at public auction to the highest bidder, the
real property in this cause reported, and being a 5-room bungalow
and garage, the improvements thereon being known as 608 East
Main Street, in Thurmont, Frederick County, Maryland, and being
the same real estate conveyed unto said Thornton Albert Davis
and Julia Etta Davis, his wife, by Samuel P. Hendricks, and his
wife, by deed dated the 8th day of September, 1953, and recorded
among the Land Records of Frederick County in Liber 522 folio
226, and your Petitioner, together with the said Thornton Albert
Davis sold the above described real property unto David W. Long,
for the total purchase price of \$9,525.00, receiving the required
deposit therefor, he being at that sum the highest bidder therefor.

the notice given by the above described advertisements did not comply with the Maryland Rules, specifically Rule 1130(c), and subsequently the purchaser at the sale, David W. Long executed an agreement of sale, which is filed herewith, and prayed to be taken as a part hereof, and marked "Exhibit Agreement". The price in said agreement of sale is identical to the highest bid received at the public auction, which offer was made at said auction by said David W. Long.

JAMES MCSHERRY
ATTORNEY AT LAW
FREDERICK, MARYLAND